IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.3298 OF 2006

Basab Paul Applicant
versus
The State of Maharashtra Respondent

Shri A.P.Mundargi i/by Shri S.K.Pendse for applicant.

Ms.R.M.Gadhavi APP for State.

Smt.Veena Thadani for original complainant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 25th September 2006

PC :

1. Heard Shri Mundargi - learned Senior Counsel for the applicant, learned APP for State and Mrs. Thadani for original complainant.

2. I have perused the application and the annexures thereto including all agreements and correspondence between the applicant and the complainant.

3. Learned APP has also produced on record opinion of the Handwriting Expert.

4. From a perusal of these materials, it appears that the complainant and the applicant had some business relations which commenced with Leave and Licence Agreement pertaining to the premises of the complainant. The agreement coupled with the Revenue Sharing Agreement specifically contain a stipulation that the premises would be utilised for the purposes of running a Restaurant. Prima facie, the complainant does not dispute that such documents were executed. She does not dispute that the applicant and the company was put in possession for conducting the business. It appears that the parties fell out on account of alleged breach of conditions by the applicant and the company of the stipulations referred to in the documents. All documents including the correspondence, the disputed signatures, licences, are in the custody of the Investigating Machinery. There is no apprehension that the applicants are not co-operating in the investigation.

5. It appears that initially everything went in order and cordially. Even the Income Tax liability of the complainant has been cleared to a certain extent by the applicant and the other

business associates. Prima facie, the breach is of arrangement and stipulations in that behalf. It is a dispute which is of civil nature. The complainant is also locked in litigation with Catholic Syrian Co-operative Bank against whom also identical allegations of forgery of documents creating security, have been made. The remedy of the complainant is to move an appropriate Court and seek eviction of the applicant and the company from the premises so also terminate all licences which, I am informed by Mrs.Thadani, has been done.

6. In such circumstances, the apprehension of the applicant that he would be arrested in connection with CR No.6 of 2006 registered with Santacruz Police Station, Mumbai alleging offences punishable under sections 426, 465, 467, 468, 471 r/w 34 IPC mainly to have the civil disputes settled appears to be well founded. Hence, following order.

7. ORDER :-

(i) In the event of the arrest of the applicant in connection with C.R.No.6 of 2006 registered with Santacruz Police Station, Mumbai the

applicant shall be enlarged on bail subject to furnishing P.R.Bond in the sum of Rs.50,000/- (Rs.Fifty thousand only) with one or two local sureties in the like sum;

(ii) The applicant shall submit his Passport forthwith to the Investigating Authority;

(iii) The applicant shall attend Santacruz Police Station, Mumbai initially once in a week till charge sheet is filed and thereafter as directed by the Trial Court;

(iv) The bail is granted subject to condition that the applicant shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of accusation against him so as to dissuade him from disclosing such facts to the Court or to the Police Officer/Investigating Agency. The applicant shall not tamper with the prosecution evidence.

(v) Any observation made in this order shall not be construed as any finding or any expression of opinion on the merits of the case at the time of trial.

(vi) This order will enure to the benefit of the applicant only till charge sheet is filed. Thereafter, he will be free to apply to the appropriate Court for appropriate relief.

(vii) Application is disposed of in the above terms.

(S.C.DHARMADHIKARI, J.)